

Local Small Business Reserve Program (LSBRP) Notice

RFP # 9362000038

Web-Based Bid Management System and Services

This solicitation is reserved for only self-certified local small businesses timely registered with the County's LSBRP. This solicitation thus comes under Montgomery County Code, Sections 11B-17A; 11B-65 through 11B-70 and Executive Regulation 21-05AM, codified at Code of Montgomery County Regulations ("COMAR") Title 11B, including 11B.65.01, et seq.. These documents can be accessed through the LSBRP web site at (www.montgomerycountymd.gov/LSBRP).

LSBRP criteria are based on a firm's location, ownership status, and the level of pre-existing contracts with the County. Submitting a bid/proposal constitutes willfully stating your firm is a self-certified Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

1. Self-certify as a LSBRP firm no later than the bid's/proposal's due date and time. If your LSBRP self-certification is registered after the bid's/proposal's due date and time, then your bid will be deemed non-responsive and rejected, or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the IFB opens, or the RFP closes, and upon notification by the County, the offeror must provide within three (3) business days the LSBRP documentation of:
 - all of its business location(s) (if more than one),
 - number of employees by location
 - annual gross revenue of the business for the past three fiscal years.

(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected, or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9916).

Notice to Offerors

Request for Proposals
#9362000038

Web-Based Bid Management System and Services

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal is unacceptable under County law and will be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Procurement, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," then "General Services," and then "Office of Procurement". Also, the Wage Requirements law is available at the same website.



REQUEST FOR PROPOSALS

#9362000038

Web-Based Bid Management System and Services

February 2, 2009

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and FOUR (4) copies of your proposal must be submitted in a sealed envelope/package **no later than 3:00 p.m. on March 17, 2009** to the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will be an optional pre-submission conference at 10:00 a.m. on February 24, 2009 at Montgomery County, MD, Department of General Services, Office of Procurement, 255 Rockville Pike, Suite 180, (Large Conf. Room), Rockville, Maryland 20850. For directions to the pre-submission conference please call 240-777-9900.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact Grace Denno, DGS – IT Specialist at (240) 777-6091.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Karen DeLuca, Procurement Specialist at (240) 777-9917.

This is a Services Contract (see Section A, Services Contract):

X

or

This is not a Services Contract (disregard Section A, Services Contract):

David E. Dise, Director
Department of General Services

Revised 03/08

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Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

| Amendment Number | Date |
|------------------|------|
| | |
| | |
| | |

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director of General Services (who may also be referred to herein as "Director, Office of Procurement", or as "Director") or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

- Maryland-National Capital Park & Planning Commission (M-NCPPC)
- Montgomery College (MC)
- Montgomery County Public Schools (MCPS)
- Montgomery County Revenue Authority
- Montgomery County Housing Opportunities Commission (HOC)
- Washington Suburban Sanitary Commission (WSSC)
- Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above each jurisdiction above will be solely responsible for and contract directly with the Offeror under the jurisdiction's own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Office of Procurement: (a) within ten (10) days after the Director, Office of Procurement, publicly posts the proposed contract award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Office of Procurement, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Office of Procurement, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a posting of the proposed contract awardee on a public list located in the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166.

For information regarding the proposed awardee(s) posted under this solicitation or any solicitation issued by the Montgomery County Office of Procurement, please call (240) 777-9907 for a recorded message or send a self-addressed stamped envelope with the solicitation number if known or a description of the requirement being solicited to: Montgomery County Office of Procurement, 255 Rockville Pike, Suite 180, Rockville Maryland 20850-4166.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and non-technical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal is unacceptable under County law and will be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with your solicitation or by sending it separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Office of Procurement will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and County must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

Furthermore, by signing, or performing work under, a contract for services or arising from a grant award to participate in a County-funded program, contractor expressly certifies and agrees that it will not expend County funds to assist, promote, deter, or otherwise influence union activity or organizing, and that it will comply with the requirements of Montgomery County Code, Section 11B-33B.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director of General Services. Unless performance is separately and expressly waived in writing by the Director, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director.

5. CHANGES

The Director of General Services may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage requirements;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director of General Services access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute by Contractor arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director a copy of any written resolution of a dispute. The Department Head may, with the contractor's consent, delegate this responsibility to another person (other than the contract administrator). A contractor must notify, in writing, the contract administrator of a claim, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director. The contractor waives any dispute or claim not made in writing and received by the Director within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the Contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by

their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52(a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52(b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52(c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with County Code Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous

material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(ies) licensed or qualified to do business in the State of Maryland, and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director of General Services one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of

the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Forty-five days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director may waive the requirements of this section, in whole or in part.

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

| | <u>CONTRACT DOLLAR VALUES (IN \$1,000's)</u> | | | |
|--|--|------------------|--------------------|-------------------|
| | <u>Up to 50</u> | <u>Up to 100</u> | <u>Up to 1,000</u> | <u>Over 1,000</u> |
| Workers Compensation (for contractors with employees) | | | | |
| Bodily Injury by Accident (each) | 100 | 100 | 100 | See Attachment |
| Disease (policy limits) | 500 | 500 | 500 | |
| Disease (each employee) | 100 | 100 | 100 | |
| Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors | 300 | 500 | 1,000 | See Attachment |
| Minimum Automobile Liability (including owned, hired and non-owned automobiles) | | | | |
| Bodily Injury each person | 100 | 250 | 500 | See Attachment |
| each occurrence | 300 | 500 | 1,000 | |
| Property Damage each occurrence | 300 | 300 | 300 | |
| Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000 | 250 | 500 | 1,000 | See Attachment |

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS

(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

| | <u>Up to 50</u> | <u>Up to 100</u> | <u>Up to 1,000</u> | <u>Over 1,000</u> |
|---|-----------------|------------------|--------------------|-------------------|
| Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability | 300 | 500 | 1,000 | See Attachment |

Certificate Holder

Montgomery County Maryland (Contract #)

Office of Procurement

Rockville Center

255 Rockville Pike, Suite 180

Rockville, Maryland 20850-4166

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25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

THIS FORM MAY NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY. PMMD-45. REVISED 01/18/08

SECTION C - SCOPE OF SERVICES:**BACKGROUND**

Montgomery County, MD (the "County") intends to enter into a contract with a qualified Contractor to provide an electronic system to administer and manage competitive solicitations, including invitations for bid and requests for proposals, and to provide related services ("Electronic Bid Management System and Services" or "EBMS"). The term "Contractor" and "Offeror" are used interchangeably in this RFP, to the extent that the "Contractor" refers to the offeror awarded the contract resulting from this RFP. This solicitation is to procure a Contractor-provided and hosted web-based system solution through which the County may competitively solicit and purchase goods, services, and construction. The RFP does not otherwise seek to purchase a software system. The Contractor must develop and provide an EBMS solution for the County that integrates with the County's future enterprise software system, Oracle's e-Business system, which is currently in implementation with completion expected by June 2010..

Listed below is a summary of solicitations issued and awarded contract amounts over the past three fiscal years (FY06-FY08) through Invitations for Bid or Requests for Proposal. The amounts shown indicate the estimated value of the contracts and do not reflect actual amounts paid to the awardees.

| Invitation For Bids (IFB) non-construction | Approximate Dollar Award | Approximate # Issued |
|---|---------------------------------|-----------------------------|
| Fiscal Year 2006 | \$36,934,269 | 108 |
| Fiscal Year 2007 | \$72,464,467 | 120 |
| Fiscal Year 2008 | \$64,932,198 | 104 |

| Request for Proposals (RFP) non-construction | Approximate Dollar Award | Approximate # Issued |
|---|---------------------------------|-----------------------------|
| Fiscal Year 2006 | \$130,288,862 | 101 |
| Fiscal Year 2007 | \$242,964,809 | 104 |
| Fiscal Year 2008 | \$102,188,343 | 85 |

| Invitation For Bids (IFB) Construction | Approximate Dollar Award | Approximate # Issued |
|---|---------------------------------|-----------------------------|
| Fiscal Year 2006 | \$19,336,117 | 23 |
| Fiscal Year 2007 | \$35,115,486 | 21 |
| Fiscal Year 2008 | \$30,695,331 | 43 |

| Request for Proposals (RFP) Construction | Approximate Dollar Award | Approximate # Issued |
|---|---------------------------------|-----------------------------|
| Fiscal Year 2006 | \$28,344,256 | 7 |
| Fiscal Year 2007 | \$18,543,572 | 9 |
| Fiscal Year 2008 | \$19,778,000 | 6 |

SCOPE OF SERVICES

The "Background" section above is expressly incorporated by reference into, and made a part of, this "Scope of Services" section. The County seeks to enter into a contract with an EBMS provider to implement a comprehensive, contractor-hosted solution. The County intends to use the EBMS to receive responses to competitive solicitations for various competitive construction and non-construction solicitations. The utilization of the EBMS will take place in three phases; in the first phase the County intends to introduce non-construction Invitation For Bid (IFB) solicitations; in the second phase the County intends to introduce non-construction Requests For Proposal (RFP), and; in the third phase the County intends to introduce both Construction IFBs and Construction RFPs. The County is not obligated to proceed with any phase for introduction of the solicitation types noted above and will proceed with a phase only if the County determines, in its sole discretion, that doing so is in its best interest. The County does not guarantee any minimum or maximum number of solicitations introduced in any potential phase of work.

At a minimum, the Contractor-provided EBMS components must: support the compilation of County-provided bid documentation; assist County staff to identify potential competition, issue solicitations, notify prospective bidders/offerors of solicitations, and; tabulate the scoring and evaluations of submitted responses.

The EBMS must be an externally-hosted, Internet-based system that will not require onsite (at the County) hardware or software other than that already in use by the County for normal Internet-connected business applications. At a minimum, the EBMS must provide the following:

A. SYSTEM ACCESS

1. The EBMS must be menu-driven to ensure that all information required for submission of a responsive bid or proposal is provided. Additional features to assist bidders and offerors in responding to solicitations should also be provided. The system should allow for the addition of other features determined by the County. Users will access the EBMS through an internet browser with a User ID and a password with the latest industry security protocols. The system must support current versions of Microsoft Internet Explorer and Mozilla Firefox browsers. The County will not host or maintain any new hardware or software to support this system.
2. There should be two separate portals, one for the County Procurement Administration staff, and one for the public and potential bidders. At the County's direction, the Contractor will establish all defaults for routing and approvals, and user ID and password management.

B. EASE OF USE

1. The EBMS website screen design must be intuitive. In addition, the system must include, but not be limited to, the following:
 - Clear and logical navigation, text, and visual aids;
 - Design elements that are standardized and used consistently;
 - The ability to guide new and experienced users by providing obvious navigation paths and a menu-provided help function;
 - Text that is logical and succinct;
 - Color and graphics that can be used to guide users through the site but does not distract or confuse the user;
 - The pages must make visual sense;
 - The ability to ensure that downloads are short (10 seconds or less) even under poor Internet connectivity conditions; An online user's guide (downloadable with print capability), and;
 - Screen design in a format acceptable to the County and that is compatible with the County's website design so as to identify the site as one tied to County procurement.

C. SYSTEM INTEGRATION

1. The EBMS must be able to perform real time web service requests from the Central Vendor Registration System (CVRS) database if the vendor is a registered vendor in the CVRS system. Any vendor with which the County will enter into a contract must be registered through the CVRS.
2. The EBMS and service will ensure on an on-going basis, availability of interfacing with any upcoming procurement related system implementation, e.g. the County's ERP Solution (Oracle e-Business)

D. PERSONALIZATION AND PROFILES

1. The EBMS must provide at a minimum the following functionalities:
 - The vendor's demographic information including vendor's name, shipping addresses, invoicing addresses, telephone and fax numbers, contact name, e-mail addresses, and the like must be saved in the system to eliminate the vendor's need to re-enter demographic information each time the vendor returns to the system to submit a bid if the vendor is not a registered vendor through CVRS. Access to information and processes selected by the County that are based on the vendor's class, role, and/or the County's requirements;
 - The creation of a buyer's profile; and
 - The EBMS must interface with the existing CVRS portal used by the County and other Montgomery County agencies.

E. TRAINING AND VENDOR SUPPORT

1. The Contractor must provide the County's system administrator with training and provide an initial "train-the-trainer" training. The training must be provided at the County's selected location. In addition, the EBMS must allow all users to access online user guides (capable of being downloaded and printed). The online user guides must be kept updated by the Contractor at no additional charge to the County.
2. The Contractor must provide vendor call-in and electronic support in all functional areas of the EBMS, including accessing the EBMS, navigation through the system, and vendor login and password inquiries. Contractor must refer all technical or contractual questions and general inquiries from a vendor regarding a specific solicitation question must be referred to the County for response.

3. All end-user training, system maintenance, upgrades, help desk and call center support for the Contractor-provided EBMS must be provided, administered, managed, and maintained by the Contractor. The County will establish any and all requisite parameters for these services.

F. RELIABILITY, AVAILABILITY & SECURITY

1. The EBMS must be both reliable and scalable. Except for scheduled down time for system maintenance, approved in advance by the County, the EBMS must be available 24 hours a day, 7 days a week. The EBMS must be capable of supporting multiple users 24 hours a day, 7 days a week. The Offeror must describe its monitoring capability and its ability to maintain the performance of the EBMS.
2. The selected Contractor must have records management, archiving, and accessibility capability and Offeror must describe this capability in its submitted proposal. Further, the Contractor must provide this capability as part of the work required under the contract awarded as a result of this solicitation.
3. To ensure the integrity of the public procurement process and security of bids and proposals submitted in response to public solicitations, the County expects the highest level of data security and application availability/performance. The Offeror must stipulate in the proposal it submits in response to this solicitation, the manner by which it will ensure that data stored on the system will be placed in a secured database environment and available for access by third-parties only as determined and directed by the County. The Offeror must submit, as an attachment to its proposal in response to this RFP, its written security policy, and it then must provide services in a manner that comports with its written security policy as a part of the work under the contract awarded as a result of this solicitation. The Contractor must comply with the County's security policy(ies) including levels of access required by the County. See Attachment K for additional information regarding the County's Information Resources Security policy. The Contractor must provide an EBMS that secures Contractor information submitted through the system.

G. FUNCTIONALITY

1. Portal
 - a. The Contractor must provide a full-featured portal that allows all users to access the desired components of the EBMS.
2. Electronic Document Repository and Document Management
The Contractor must:
 - a. Provide online hosting for issuing solicitations;
 - b. Provide a system capable of handling solicitations that include attachments, such as, digitized drawings, electronic documents, image files (jpeg, gif, etc.), Adobe, PowerPoint or other electronic files.
 - c. Provide a system capable of handling amendments to solicitations and notification to interested respondents via online amendment and e-mails.
 - d. Provide a system that has download and upload functionalities for solicitations and bids documents.
3. Notice of Solicitation
The Contractor must:
 - a. Provide a mechanism to notify vendors registered with the County's Central Vendor Registration System (CVRS) of solicitations that match the products and services such vendors provide. Such notice must also be sent to any other additional vendors specified by the County.
 - b. Provide a means to obtain up-to-date vendor profile information from the County's Central Vendor Registration System.
 - c. Assist County staff with identifying potential competition and issue solicitations to those vendors and to any other vendors specified by the County.
4. Award Methods
The Contractor must provide an EBMS that accommodates various award methods, including but not limited to, geographic locations, scope(s) of work, primary and secondary awards, line items, areas, groups, or other award criteria as desired and specified by the entities.
5. Supplier Outreach and Assistance
The Contractor should demonstrate its ability to proactively maximize vendor participation on any solicitation through identification of potential bidders, active recruitment of vendors, or other means.

6. Bid Submission

The Contractor's system must:

- a. Allow bidders to electronically submit bids including: withdrawal and resubmission until the date and time stipulated in the County's solicitation. Time must be in-sync with the World Clock and set at Eastern Standard time zone.
- b. Provide menu-driven field completion that will notify user of incomplete fields and prevent submission of bids or proposals in error that are absent of required information, submissions or forms.
- c. Include back-up procedures in the event of system crash or other user inaccessibility that may occur pre-bid submittal, mid-bid submittal, and post-bid submittal. The proposal must describe back-up procedures used in the event of system crash, power outages or other user inaccessibility. The final system provided by the Contractor must provide for the back-up procedures identified in the Contractor's proposal or otherwise agreed to by the County.
- d. If no bids/offerors are received the Contractor must contact the County prior to the date and time set for opening of bids or receipt of proposals. Bid or proposal due date and time must be extended at the County's discretion.

7. Bid Opening / Evaluation

The Contractor's system must provide:

- a. Automatic real-time bid/quote tabulation and comparison.
- b. Auto closing of the solicitation at date/time set by the County and solicitation opening to County with auto-tabulation. Time must be in-sync with the World Clock and set at Eastern Standard time zone.
- c. Tabulation that is configurable in a format suitable to the County, ordered as determined necessary (order of submission, bid total, completeness, etc.), and in a printable format including prompt payment discount, price preference offering recycled materials, catalog discounts, and other specific calculations as defined by the County.
- d. Provide the ability to generate on-line spreadsheets to perform a price evaluation of the bids/proposals received; including such pricing factors as quantity, unit price, tax, shipping charges, etc. Application generated spreadsheets must be compatible with Microsoft Excel
- e. Provide the ability to sort the bid/proposal responses based on various criteria such as price, DBE status, or regional proximity

8. Design and Content Approval

- a. Prior to implementation of the System, the Contractor must meet with the County to review, test, demonstrate, and receive final approval of the design of the EBMS from the County. At the sole discretion of the County, the Contractor may be asked to make changes to the EBMS, and Contractor must then provide additional tests and demonstration sessions as needed and at no additional charge to the County.

H. EQUIPMENT, SUPPLIES AND WORK SPACE

The Contractor must furnish all necessary equipment and supplies to perform the work described in this solicitation and any contract resulting from this solicitation. The County shall not be responsible for providing any work space, equipment, or supplies to the Contractor.

I. DEMONSTRATED UNDERSTANDING

1. The Offeror must clearly demonstrate in its proposal a thorough understanding of the project requirements. The proposal must directly address the desired Scope of Services and include a detailed description of the capabilities of the Offeror in providing the proposed services. The completed Proposal Response Matrix, shown as Attachment I, shall also be included in this section.
2. The Offeror must provide a live web-based demonstration of its EBMS functionality in the County's offices under the interview evaluation criteria, Section E.2.b.1. and prior to and during the implementation phases.

J. CONTRACTOR QUALIFICATIONS - KEY PERSONNEL

1. The team structure of the Offeror must be defined in the Offeror's proposal and must include at a minimum the Offeror's corporate structure, the name and qualifications of the designated Project Manager, the implementation teaming structure (if any), including partnering roles, responsibilities, and key personnel.

2. Designated key personnel must remain as proposed and assigned to the Contract resulting from this solicitation for its duration. Following acceptance by the County, any substitution or other change in team personnel must be approved in advance by the County. The County may also determine at its discretion the removal of any of the Contractor's personnel with proper notification by the County to the Contractor. The Contractor must replace a removed person in a timely manner and that person must be approved in advance by the County.
3. The Contractor must provide a single point of contact to the County prior to the execution of the Contract resulting from this Solicitation.

K. FUNDING MODEL (See Attachment H)

1. The operation of the EBMS must not result in a direct charge to the County. The service fee to vendors must be clearly stated on the Funding Model – Attachment H.
2. The Offeror's proposal must clearly describe the funding model to meet all the requirements of this RFP, including any charges to the County or vendors. All costs, including transaction costs and licenses to the County, participating entities, and vendors, must be fully disclosed and are subject to negotiation. The Offeror must state how current or prior successful implementations of the EBMS or other successful EBMSs are funded.

L. IMPLEMENTATION APPROACH

1. The Offeror shall provide in its proposal a detailed description of its approach and methodology for satisfying all requirements for an EBMS.
2. The Offeror must provide a project management plan, including a timeline and implementation schedule. The implementation schedule must show: milestones, systems testing, acceptance, pilot prior to go-live, County sign-on, vendor registration, and vendor and County support.
3. The Offeror must provide a detailed description of its approach to County and vendor training.

M. EXPERIENCE AND QUALIFICATIONS

1. The Offeror's proposal should discuss the experience and qualifications of the Offeror and the service team in providing the type of services outlined in the Scope of Services of this RFP. At least one of the references must be a contract in which the Project Manager designated for this contract either managed or played a similarly critical role. References must also reflect all participants in any teaming arrangement.
2. Each of the references in this Section must include the name, telephone number, and mailing address of an individual employed by person or entity to whom the Offeror previously performed services under a contract that are similar in nature and extent to those that would be performed in a contract resulting from this solicitation. This reference shall be a person having direct knowledge of the scope of work and the Offeror's performance during the contract.

N. FINANCIAL RESPONSIBILITY

The Offeror shall provide evidence of financial responsibility.

O. COUNTY RESPONSIBILITY

1. The County shall, in a timely manner, designate in writing a person to act as the County's representative with respect to the services to be rendered under any contract resulting from this solicitation. In the event that a representative is not so designated within 30 days after the effective date of any contract resulting from this solicitation, such representative shall be deemed to be the Contract Administrator. Such person shall have complete authority to issue Notices to Proceed, transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the Contractor's services for the Project.
2. The County shall, in a timely manner, make available to the Contractor, to the extent it is in the possession of the County, all information pertinent to the Project, including previous reports and any other data relative to the Project, subject to applicable laws, including the Maryland Public Information Act, presently codified at Md. Code Ann., State Gov't., §§10-611, *et. seq.*

3. In providing this information, the County makes no representation or warranty about its accuracy or completeness. The Contractor shall make such investigations and inquiries as it deems necessary in order to verify the accuracy and sufficiency of any such information.

P. REPORTS

1. The system provided by the Contractor must be capable of providing downloads of updates on a weekly basis.
2. The Contractor's EBMS must implement a reporting function that provides reports for the County's Procurement administrators:
 - Reports derived from the content of the database
 - Information derived from the content of its database. (i.e. Year End Reports and 3 Fiscal Year Comparison reports)
 - Audit trail -- usage of the system

SECTION D - PERFORMANCE PERIOD**1. TERM**

The effective date of the Contract resulting from this solicitation begins upon signature by the Director, Department of General Services and expires after four (4) years. The period in which Contractor must perform all work under the Contract begins upon the County's issuance of a Notice to Proceed. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends the Director, at his/her sole option, may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term 2 times for 2 years each.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA**1. PROCEDURES**

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a.
- b. Vendor interviews may be conducted with the three highest scoring offerors based on the QSC's score for each written proposal; and these offerors must achieve at least a score of 70 points based on the QSC's score for each written proposal. The interview criteria that will then be utilized are listed below under Section E.2.b. The QSC will also review an Offeror for responsibility.
- c. The QSC will make its award recommendation of the highest ranked Offeror based on the QSC's combined written and interview scores, and its responsibility determination;
- d. The Using Department Head or their designee will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- e. The Director, Department of General, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee, the Director, Department of General Services, will place the name of the proposed awardee on a public list located in the Office of Procurement.
- g. The County will then enter into contract negotiations with the proposed awardee.
- h. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department Head or their designee may proceed to negotiate with the next ranked proposed awardee after obtaining approval from the Director, Department of General Services.
- i. The County reserves the right to cancel the solicitation.

2. EVALUATION CRITERIA**POINTS****a. Written Proposal Evaluation Criteria**

The QSC will evaluate the written proposals based on the following criteria:

| | |
|--|----|
| 1. The Offeror's implementation approach and delivery milestones. | 25 |
| 2. The degree to which the described services, functionality, and security address the County's requirements as stated in the Scope of Services. | 25 |
| 3. Demonstrated experience in delivering systems and performing services similar to those outlined in this RFP | 15 |
| 4. Demonstrated financial and business stability | 10 |
| 5. Qualifications and experience of key personnel assigned to this Contract | 15 |
| 6. Funding Model | 10 |

Highest possible QSC score for written proposal evaluation:

100

b. Interview Evaluation Criteria

The QSC will evaluate the interviews based on the following criteria:

| | |
|---|----|
| 1. Demonstration of Bid Management System | 50 |
| 2. Description of related services | 20 |
| 3. Funding Model | 15 |
| 4. Description of overall approach, functionality, training, reliability, and implementation approach | 15 |

Highest possible QSC score for interview evaluation:

100

SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.

Offerors must submit one original and FOUR (4) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and fax number. The cover letter must provide a brief history of the Offeror and its organization. The letter must indicate the principal or officer of the Offeror who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Offeror. An authorized officer, partner, manager, member, or employee must sign the cover letter transmitting the proposal.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by an authorized officer, partner, manager, member, or employee authorized to bind the Offeror to the proposal.
- c. References that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County - Attachment A
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- f. Minority Business Program and Offeror's Representation - Attachment C
- g. Proposals are limited to 50 double-sided pages, excluding cover letters and appendices. Proposals should not contain extraneous promotional materials. Proposals should cover the scope of requirements stated in this RFP and emphasize the areas in the evaluation criteria.
- h. Funding Model - Attachment H1
- i. Proposal Response Matrix - Attachment I1
- j. Provide documentation that shows your firm's financial and business stability.
- k. Written security policy (See Section C.E.3)

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see Mandatory Insurance Requirements) - Attachment F
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the Offeror must submit a Certification of posting a Wage Requirements notice.
- e. Additional demonstrations as requested by the County.
- f. Non-Disclosure Statement - Attachment J

SECTION G - COMPENSATION

The Contractor shall be compensated for EBMS services outlined herein based upon the funding model finally agreed to as a result of negotiations between the County and Contractor. It is the County's intent that it shall not be charged for EBMS services provided by Contractor under this contract. However, additional services may be requested by the County and shall be paid on an hourly rate basis as agreed to in advance by the County and Contractor. The County will not be charged and will not be responsible for coordinating, collecting, and/or researching payments owed to the Contractor by any other party.

SECTION H - CONTRACT ADMINISTRATOR**1. AUTHORITY**

The Director, Department of General Services, or their designee, is the delegated contracting officer. The Director must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The Contract Administrator for any contract resulting from this solicitation will be Mr. Patrick Cauley.

The contract administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Office of Procurement;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - SPECIAL TERMS AND CONDITIONS**1. ADA COMPLIANCE**

This website shall meet ADA Compliance requirements

2. OWNERSHIP OF DOCUMENTS

All reports and other data and publications of the Contractor in connection with the Work (together referred to herein as the "Instruments of Service") shall be the property of the County. As between the County and the Contractor, all other work products of the Contractor in connection with the Work and all documents and records in the possession, custody or control of the Contractor relating to the Work (together referred to herein as the "Work Documents") shall be the property of the Contractor Notwithstanding the foregoing, at any time during the term of this Contract and until the expiration of three years from the date of final payment hereunder, the County and its Authorized Representatives shall have access to and shall have the right to examine and copy the Work Documents.

This provision is not intended to and shall not be construed to confer upon any person or entity that is not a party of this Contract any right of access to the Work Documents under statute or otherwise.

3. ACCESS TO DOCUMENTS

The County and its authorized representatives shall have access to all Work Documents in the possession, custody, control or ownership of the Contractor. The Work Documents shall include, but not be limited to: job diaries, bid proposal worksheets, subcontracts, purchase orders, daily reports, invoices, scheduling materials, financial and accounting records, internal memoranda, notes and other documents, records and materials relating in any way to the Work; provided, however, that the term "Work Documents" shall in no event be construed to include documents, records or other materials protected by the attorney-jurisdiction privilege. The Contractor hereby covenants and agrees that, at any time during the term of this Contract and until the expiration of three years after the date of final payment hereunder, within 10 days after the Contractor receives written notice from the County, it shall (i) make the Work Documents available for inspection and copying by the County and its authorized representatives at a reasonable cost payable by the County and during the Contractor's regular business hours; and (ii) deliver to the County an index of all documents and materials which the Contractor claims are protected by the attorney-client privilege, stating for each such documents the addressee(s), the author(s), any other recipients, the date, length (if applicable), the type of document or material, and a description of the subject matter sufficient to assess the applicability of the claim of privilege without revealing information itself privileged. Any failure on the part of the Contractor to comply with the provisions of this Article shall constitute a breach of this Contract and, regardless of whether such failure occurs during the term of this Contract, or within the three year period commencing on the date of final payment hereunder, shall constitute sufficient grounds for debarment of the

Contractor. The Contractor hereby agrees that it shall pay and be responsible for all costs and expenses (including court costs and attorney's fees) incurred by the County in enforcing this provision.

4. COMPUTER COMPATIBILITY

The Contractor shall integrate its computer system with the County's computer requirements for technical and word processing data exchange. Currently the County utilizes the Office-XP versions of Microsoft Word and Microsoft Excel as standards.

The Contractor hereby represents and warrants that the electronic files generated by the Contractor hereunder shall be compatible with, and functional on the County's computer systems which are capable of running the software requirements set forth in Section C.

The Contractor agrees to use the County's standard computer system requirements, as described in Section C.

5. NON-DISCLOSURE AND SECURITY (See Attachment J)

It will be mandatory for all personnel (primary contractor and sub-contractors) to sign the Non-Disclosure Statement (Attachment J – Sample Non-Disclosure Form). The Contractor will have access to County and Vendor data that will be of a confidential or privileged nature. All Contractor staff must sign and adhere to the County's Non-Disclosure Statement, and may be required to sign and adhere to individual Department Nondisclosure Statements to perform work in specific departments. The County reserves the right to update such policies as needed.

6. COUNTY'S INFORMATION RESOURCES SECURITY POLICY (See Attachment K)

In any contract where a contractor or business partner may have remote access to, or otherwise work on or interface with, County Information Resources, including those situations described in Attachment K in paragraphs 4.11 (G), 4.12, 4.14 (E), 4.30, 4.31 (E) and 5.1 (C), the following language, or language of similar import, must be included in the solicitation document and the contract, and AP 6-7 must be attached:

This Contractor may be afforded remote access privileges to County information resources, or otherwise work on or interface with County information resources, and must ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's *Information Resources Security Procedure* (AP 6-7). The Contractor must adhere to any and all policies and procedures under, or related to, the County's *Information Resources Security Procedure* (AP 6-7), which is expressly attached to, incorporated by reference into, and made a part of, this RFP and any resultant Contract (Attachment K). The County reserves the right to update such policies as needed.

Contractor employees working at County locations must wear County-issued identification badges and sign a County and/or Using Department furnished Non-Disclosure or Confidentiality Statements. In some instances, Contractor employees may be required to be escorted by a County employee in order to gain access to restricted County facilities. The Contractor must ensure that all County security policies are followed by all Contractor staff.

SECTION J - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

"A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT AREFERENCES

You are requested to provide references to the County with your proposal. The references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF
GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

| <u>YES</u> | <u>NO</u> | <u>JURISDICTION</u> | <u>YES</u> | <u>NO</u> | <u>JURISDICTION</u> |
|------------|-----------|---------------------------------------|------------|-----------|--|
| | | Alexandria, Virginia | | | Manassas Park, Virginia |
| | | Alexandria Public Schools | | | Maryland-National Capital Park & Planning |
| | | Alexandria Sanitation Authority | | | Commission |
| | | Arlington County, Virginia | | | Metropolitan Washington Airports Authority |
| | | Arlington County Public Schools | | | Metropolitan Washington Council of |
| | | Bladensburg, Maryland | | | Governments |
| | | Bowie, Maryland | | | Montgomery College |
| | | Charles County Public Schools | | | Montgomery County, Maryland |
| | | College Park, Maryland | | | Montgomery County Public Schools |
| | | Culpeper County, Virginia | | | Northern Virginia Community College |
| | | District of Columbia | | | OmniRide |
| | | District of Columbia Courts | | | Potomac & Rappahannock Transportation |
| | | District of Columbia Public Schools | | | Commission |
| | | District of Columbia Water & Sewer | | | Prince George's County, Maryland |
| | | Authority | | | Prince George's County Public Schools |
| | | Fairfax, Virginia | | | Prince William County, Virginia |
| | | Fairfax County, Virginia | | | Prince William County Public Schools |
| | | Fairfax County Water Authority | | | Prince William County Service |
| | | Falls Church, Virginia | | | Authority |
| | | Fauquier County Schools & Government, | | | Rockville, Maryland |
| | | Virginia | | | Spotsylvania County Schools |
| | | Frederick, Maryland | | | Stafford County, Virginia |
| | | Frederick County, Maryland | | | Takoma Park, Maryland |
| | | Gaithersburg, Maryland | | | Upper Occoquan Sewage Authority |
| | | Greenbelt, Maryland | | | Vienna, Virginia |
| | | Herndon, Virginia | | | Virginia Railway Express |
| | | Leesburg, Virginia | | | Washington Metropolitan Area Transit |
| | | Loudoun County, Virginia | | | Authority |
| | | Loudoun County Public Schools | | | Washington Suburban Sanitary Commission |
| | | Loudoun County Sanitation Authority | | | Winchester, Virginia |
| | | Manassas, Virginia | | | Winchester Public Schools |
| | | City of Manassas Public Schools | | | |

Vendor Name

ATTACHMENT C**Minority Business Program & Offeror's Representation**

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - Minority Contracting," Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the Minority Procurement Office at (240) 777-9912

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

Indicate Maryland Department of Transportation (MDOT) certification # _____
 Attach your MDOT certification letter.



Montgomery County
Office Of Procurement
Office Of The Director

MFD Report of Payments Received For Office Use

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project?

YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() -
TELEPHONE

() -
FAX

E-MAIL

Mail to: Alvin Boss, Program Specialist
255 Rockville Pike, Ste. 180
Rockville, MD 20850

ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document "Minority, Female, Disabled Person Subcontractor Performance Plan".

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Procurement Officer. The letter must explain why a waiver is appropriate. The Director, Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR PERFORMANCE PLAN

Contractors

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual designated by Contractor to monitor Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

- B. This Plan covers life of the contract from contract execution through final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

All listed MFD subcontractors are required to be Maryland Department of Transportation (MDOT) certified. For assistance, please call (240) 777-9912.

I hereby certify that the business(s) listed below are Maryland Department of Transportation (MDOT) certified.

1. Certified Minority Owned

Business Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

MDOT Certification Number: _____

Attach your MDOT certification letter.

Circle MFD Type:

AFRICAN AMERICAN
FEMALEASIAN AMERICAN
HISPANIC AMERICANDISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor is _____

This subcontractor will provide the following goods and/or services: _____

2. Certified Minority Owned

Business Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

MDOT Certification Number: _____

Attach your MDOT certification letter.

Circle MFD Type:

AFRICAN AMERICAN
FEMALEASIAN AMERICAN
HISPANIC AMERICANDISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor is _____

This subcontractor will provide the following goods and/or services: _____

3. Certified Minority Owned

Business Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

MDOT Certification Number: _____

Attach your MDOT certification letter.

Circle MFD Type:

AFRICAN AMERICAN
FEMALEASIAN AMERICAN
HISPANIC AMERICANDISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor is _____

This subcontractor will provide the following goods and/or services: _____

4. Certified Minority Owned

Business Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

MDOT Certification Number: _____

Attach your MDOT certification letter.

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. The Contractor applies for the following full or partial waiver; specify the basis for the waiver request:

Full Waiver Approved:

Partial Waiver Approved:

Minority Procurement Officer

Date: _____

Minority Procurement Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director Office of Procurement

Date: _____

Director Office of Procurement

Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Title

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director of Procurement

Date

7.3.3.4(a) of the Procurement Regulations requires:
The contract between the Contractor and the County requires the Contractor to notify the Director of Procurement of any proposed change to the Subcontractor Performance Plan.

ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Office of Procurement has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the county, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

*Bid Management System – Web Based Host and Maintain a Bid Management System for Publishing,
Collecting and Reviewing Bids on Behalf of Montgomery County*

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *five hundred thousand dollars (\$500,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least *one million dollars (\$1,000,000)* per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland
General Services / DREAMS/Patrick Cauley
101 Orchard Ridge Drive, Suite 250
Gaithersburg, Maryland 20878

ATTACHMENT G**Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor**

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices informing employees of the wage requirements, and send a copy of each such notice to the County's Director of Procurement.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification

(Montgomery County Code, Section 11B-33A)

| | | | | |
|----------------|--|------------|--|----------|
| Business Name | | | | |
| Address | | | | |
| City | | State | | Zip Code |
| Phone Number | | Fax Number | | |
| E-Mail Address | | | | |

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

| | | | |
|----------------|--|------------|--|
| Contact Name | | Title | |
| Phone Number | | Fax Number | |
| E-mail Address | | | |

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Procurement, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

- ☐ 1. a contractor who employs fewer than 10 employees when the contractor submits a bid or proposal, and will continue to be exempt as long as contractor does not employ 10 or more employees at any time the contract is in effect as a result of performing the contract. Section 11B-33A (b) (1).
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).
- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).

- ☐ C. Nonprofit Wage & Health Information b) (4).
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A. Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$_____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

| | | | |
|-----------------------|--|----------------------------|--|
| Authorized Signature | | Title of Authorized Person | |
| Typed or printed name | | Date | |

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H FUNDING MODEL

The operation of the EBMS must not result in a direct fee to the County.

The proposal must clearly describe the funding model to meet all the requirements of this RFP. All costs, including transaction costs and licenses to the vendors shall be fully disclosed and are subject to negotiation. The Offeror shall state how current or prior successful implementations of its or other successful EBMS are funded. For example: Fixed fee percentage (%) of orders placed under the contract; low fee percentage (%) of orders placed under the contract with a cap; or some other proven model. It is not the County's desire that all registered vendors pay a subscription fee to submit bids or proposals.

**ATTACHMENT I
PROPOSAL RESPONSE MATRIX**

The following items reference information that must be included in the appropriate Section in the proposal. The "Page/Paragraph column" must be completed if the "Yes" column is marked. Failure to comply may render the proposal non-responsive.

| | | Yes | No | Page/Paragraph in Proposal |
|-----------------------------------|---|-----|----|-------------------------------|
| BID MANAGEMENT | | | | |
| Notification | | | | |
| 1 | Provide a mechanism by which notices of solicitations can be easily posted on dedicated website | | | |
| Solicitation Set-up | | | | |
| 2 | Set-up simple price-driven solicitations with single or multiple items | | | |
| 3 | Set-up complex solicitations and attach specifications, drawings, electronic files of various formats, special terms and conditions | | | |
| 4 | Copy a previously created solicitation for the same items | | | |
| Supplier Outreach | | | | |
| 5 | Create event-specific bidders list for solicitations that are by invitation only | | | |
| 6 | Standardize business practices by inviting all appropriate bidders to appropriate solicitations | | | |
| 7 | Notify bidders of new solicitation using electronic technology | | | |
| 8 | Properly educate and provide support to all bidders to ensure each one is able to bid electronically | | | |
| Solicitation Functionality | | | | |
| 9 | Accommodates solicitation of non-registered bidders | | | |
| 10 | Allow bidder to select lines on which to submit prices or require prices for all lines | | | |
| 11 | Specify an open, close and/or preview date and time | | | |
| 12 | Enter items individually or multiple items from a spreadsheet or catalog | | | |
| 13 | Bidder can attach additional specifications such as CAD files, Blueprints, Special Terms and Conditions and/or Service Level Descriptions | | | |
| 14 | Establish one or more mandatory/optional attributes for a given item | | | |
| 15 | Optionally specify manufacturer or manufacturer model or part number | | | |
| 16 | Optionally standardize procurement department standard solicitation terms and conditions | | | |
| 17 | Define private templates for frequently repeated solicitation | | | |
| 18 | Review solicitation online or download to a spreadsheet | | | |
| 19 | View item details online | | | |

| | | Yes | No | Page/Paragraph in Proposal |
|------------------------------------|--|-----|----|-------------------------------|
| 20 | Indicate number of a days a bid remains valid and the expiration date | | | |
| 21 | Bidders can sort solicitation items by category | | | |
| 22 | Bid on price, quantity and promised date of a Buyer's solicitation | | | |
| 23 | Bidder may review proposal prior to submission | | | |
| 24 | Compare bids online or export to a spreadsheet for analysis | | | |
| 25 | Select bids from pre-defined proposal inquiries; price, promise date, bid number, unit, quantity and/or bidder profile | | | |
| 26 | Allow for Bidder listing exceptions | | | |
| 27 | Error Check: Notify Bidder of incomplete, exceptions, and submission – related errors prior to final submission | | | |
| Bid and Proposal Submission | | | | |
| 28 | Bid online or upload from spreadsheet | | | |
| 29 | Attachment of documents, images, as well as extensive text typically associated with proposals | | | |
| 30 | Automatically generates a notification to all bidders/offerors after completing the solicitation | | | |
| Proposal Opening/Evaluation | | | | |
| 31 | View bid details on line | | | |
| 32 | Mark apparent low bid | | | |
| 33 | Mark awarded bidders at award | | | |
| 34 | Optionally punch-out to buyer specific evaluation form | | | |
| 35 | Optionally use buyer-specific weighting criteria | | | |
| 36 | Optionally award items to multiple vendors | | | |
| 37 | Highlight exceptions, incomplete proposals, errors, and omissions | | | |
| Cooperatives | | | | |
| 38 | Allow for Attachments and other County specific criteria | | | |
| 39 | Provide for Zoned awards | | | |
| 40 | Provide individual County evaluation and reporting | | | |
| Reporting | | | | |
| | | | | |

ATTACHMENT J

MONTGOMERY COUNTY, MARYLAND
Non-Disclosure Statement for County Staff & County Contractors

Web-Based Bid Management System and Services
RFP #9362000038

I understand that I may be permitted access to certain County records of a confidential or privileged nature. Those records may include medical assistance records, welfare benefits applications, social services records, food stamp records, child welfare records, child abuse or neglect report records, mental health records, medical records, drug abuse counseling records, personnel records, technical information, vendor proposal documentation, and other records of a sensitive nature.

I will not disclose any confidential, privileged, or sensitive records, or any contents of same, to any person unless authorized to do so in writing by a County employee responsible as custodian of the records in question. I acknowledge that I do not have the authority to make decisions concerning the release of any such records.

I will not use confidential or privileged records, unless authorized to do so by the County. I understand that this duty not to disclose any confidential, privileged, or sensitive information is a continuing duty after this engagement expires or is terminated.

I understand that the unauthorized disclosure of privileged or confidential information may subject me to civil damages, civil penalties, or criminal prosecution.

County or Contractor Employee Signature/Date

County or Contractor Employee Printed Name

Name of Department/Firm, Address, eMail Address

Please return this affidavit to: Patrick Cauley, DGS, Contract Administrator
Department of General Services
101 Orchard Ridge Drive, Suite 250
Gaithersburg, MD 20879
patrick.cauley@montgomerycountymd.gov
(240) 777-6092

Attachment K

County's Information Resources Security Policy

In any contract where a contractor or business partner may have remote access to, or otherwise work on or interface with, County Information Resources, including those situations described in Attachment K in paragraphs 4.11 (G), 4.12, 4.14 (E), 4.30, 4.31 (E) and 5.1 (C), the following language, or language of similar import, must be included in the solicitation document and the contract, and AP 6-7 must be attached:

This Contractor may be afforded remote access privileges to County information resources, or otherwise work on or interface with County information resources, and must ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's *Information Resources Security Procedure* (AP 6-7). The Contractor must adhere to any and all policies and procedures under, or related to, the County's *Information Resources Security Procedure* (AP 6-7), which is expressly attached to, incorporated by reference into, and made a part of, this RFP and any resultant Contract (Attachment K). The County reserves the right to update such policies as needed.

Contractor employees working at County locations must wear County-issued identification badges and sign a County and/or Using Department furnished Non-Disclosure or Confidentiality Statements. In some instances, Contractor employees may be required to be escorted by a County employee in order to gain access to restricted County facilities. The Contractor must ensure that all County security policies are followed by all Contractor staff.



MONTGOMERY COUNTY ADMINISTRATIVE PROCEDURE

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

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|---------------|-------|
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| CAO APPROVAL | |

TITLE

Information Resources Security

PURPOSE

- 1.0 To establish a procedure that ensures the County's electronic data assets are protected from theft, unauthorized destruction, use, modification, or disclosure.

DEFINITIONS

- 2.0 Access Point – This is a means of connection between networks, or between a network and a user device. Some examples of an access point are a wireless hub or device, a modem, a cable modem, a DSL (Digital Subscriber Line) connection, an ISDN (Integrated Services Digital Network) line, A VPN (Virtual Private Network) service, and a router or other device with more than one network interface between two or more subnets.
- 2.1 Computer Security Guideline - A document that defines security procedures and standards, which is located under the on-line address at:
http://portal.mcgov.org/dpttml.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp
- 2.2 County Information Resources – A Montgomery County-owned, leased, or licensed computer, peripheral, network, system, or software element or package, and information transmitted, received, or stored using a County-owned, leased or licensed computer, peripheral, network, system, or software element or package.
- 2.3 Department of Technology Services (DTS) - A department in the executive branch that is responsible for automated information systems and telecommunications technology for the County Government.
- 2.4 Disaster Recovery Guideline - A document that describes the Information Technology steps taken for a disaster recovery, which is located under the on-line address at:
http://portal.mcgov.org/dpttml.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp
- 2.5 Digital Subscriber Line (DSL) - A family of technologies that provide a digital connection over the copper wires of the local telephone network.
- 2.6 Extended Network – A permanent or semi-permanent physical extension of the County's computer network to a non-County facility that is used by County and non-County employees to access County Information Resources.
- 2.7 Incident Response Guideline - A document that describes the policy for handling security incidents, which is located under the on-line address at:
http://portal.mcgov.org/dpttml.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp
- 2.8 Information – Data stored, processed, or transmitted by or to a computer, Personal Data Assistant (PDA) or any other device.



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Information Resources Security

- 2.9 Information Technology Staff – An employee who is responsible to deploy, manage, administer, program, maintain or dispose of the County's computers, peripherals, networks, or software. This does not include staff that simply uses a computer, peripheral, network, data, or software to complete a job responsibility.
- 2.10 Integrated Services Digital Network (ISDN) – Type of circuit switched telephone network system, designed to allow digital (as opposed to analog) transmission of voice and data over ordinary telephone copper wires, resulting in better quality and higher speeds, than available with analog systems.
- 2.11 Network – Transmission channels and all supporting hardware and software interconnecting the County's computers and peripherals.
- 2.12 Network Equipment – Goods necessary for network communications, including routers, hubs, switches, network Interface cards, firewalls, and bridges.
- 2.13 PC – Personal computer.
- 2.14 Peripheral – Any hardware device connected to a computer (e.g., a monitor, keyboard, printer, Universal Serial Bus device, plotter, disk or tape drive, graphics tablet, scanner, joy stick, or mouse).
- 2.15 Privileged Account – A logon identification to the network with access exceeding the standard access given to employees.
- 2.16 Redundant Array of Independent Disks (RAID) – a system of using multiple hard drives for sharing or replicating data among the drives.
- 2.17 Risk Assessment Guideline – A document that defines how to assess a risk to data or County Information Resource, which is located under the on-line address at:
http://portal.mcgov.org/dptmpl.asp?url=/content/departments_intranet/DTS/PolicyProcs/index.asp.
- 2.18 Sensitive Information – Any information considered sensitive by law or County policy, including criminal justice, payroll/personnel, client or patient medical information.
- 2.19 System – A set of hardware and software that processes data in a meaningful way. A relatively simple computer system is a personal computer (PC).
- 2.20 System Administrator – An employee, either from DTS or another department, who is responsible for assigning and maintaining access rights (approvals) for privileged accounts.
- 2.21 Virtual Private Network (VPN) – A VPN is a network that uses encryption and other security methods to create a secure network on top of a non-secure and often public network.

POLICY

- 3.0 An employee must protect information resources commensurate with its level of sensitivity and applicable legal and County policy mandates for that particular type of information.



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Information Resources Security

- 3.1 An employee must limit private use during his or her access to a County Information Resource, and normally use County Information Resources only to complete his or her work-related responsibilities.
- 3.2 A County Information Resource must have adequate environmental protection and safety systems, in accordance with manufacturer recommendations.
- 3.3 An employee may remove a County Information Resource from the County's premises only for business purposes and only upon the approval by appropriate personnel within the employee's department in custody of such resources.
- 3.4 Information that is critical to the County's operations must have regular backups and off-site storage. A department is responsible for having a critical County Information Resource disaster recovery plan, to provide for continuity of critical business operations and service delivery, in accordance with published DTS operating standards. The department must test the systems covered by the disaster recovery plan on a regular basis.
- 3.5 An employee and/or a department must follow the requirements listed under Paragraph 4.31 of this administrative procedure to have remote access to County Information Resources.
- 3.6 A County employee who violates this administrative procedure may be subject to disciplinary action, in accordance with Montgomery County laws and executive regulations, including Personnel laws and regulations, and Ethics Laws, currently codified at Chapter 33, COMCOR Chapter 33, and Chapter 19A of the County Code, respectively, and applicable collective bargaining agreements, as amended. Violation of this procedure is prohibited and may lead to disciplinary action, including dismissal, and other legal remedies available to the County.
- 3.7 In any contract where a contractor or business partner may have remote access to, or otherwise work on or interface with, County Information Resources, including those situations described below in paragraphs 4.11 (G), 4.12, 4.14 (E), 4.30, 4.31 (E) and 5.1 (C), the following language, or language of similar import, must be included in the solicitation document and the contract, and AP 6-7 must be attached:

This Contractor may be afforded remote access privileges to County information resources, or otherwise work on or interface with County information resources, and must ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7). The Contractor must adhere to any and all policies and procedures under, or related to, the County's Information Resources Security Procedure (AP 6-7), which is expressly attached to, incorporated by reference into, and made a part of, this contract.

GENERAL

- 4.0 DTS must configure and install all access points connected to a County Information Resource.



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Information Resources Security

- 4.1 DTS must install County network access controls (e.g., firewalls, boundary routers, etc.) to protect County Information Resources.
- 4.2 DTS will perform periodic (e.g., daily, bi-annual, etc.) security vulnerability audits on all County Information Resources in accordance with this administrative procedure.
- 4.3 Any Information or Information Resource that is contained in or stored on County Information Resources, or transmitted or received using County Information Resources, is the property of the County and, therefore, is not considered private.
- 4.4 The following are required to protect the identification and authentication of users of a County Information Resource:
 - A. Employees must, at a minimum, use identification controls and individual access accounts with passwords, to gain access to a County Information Resource.
 - B. Employees must not share identification controls.
 - C. Employees must limit privileged account use to specific functions, e.g. loading software, and may not be used on a continual basis apart from the intended function.
 - D. Account lockout procedures must conform to County Computer Security Guidelines.
 - E. DTS must terminate an employee's access to County Information Resources, immediately, when the employee is no longer employed in County service, or when an employee's responsibilities no longer require access to County Information Resources. DTS must terminate a contractor's access to County Information Resources, immediately, when the contractor's services is no longer required. Departments have this same responsibility for computer/device accounts under their control.
 - F. DTS must test password quality on a periodic basis. If a password is found to be weak as defined in the Computer Security Guideline the user must change the password.
 - G. Departments must disable any unused network logon ids.
- 4.5 The following are requirements to protect Sensitive Information:
 - A. An employee must not store Sensitive Information on a PC, unless DTS-approved PC security software is installed in the PC. A current list of DTS-approved PC security software is contained in the County Security Guidelines.
 - B. DTS may enable an employee to have access to Sensitive Information, only on the condition that the employee requires that Sensitive Information to perform the employee's responsibilities for the County.



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- C. An employee who has Sensitive Information stored on electronic media, or in any physical format, such as paper or fiche, is responsible for locking the information in a secure area when not in use, and deleting, reformatting, or shredding that Sensitive Information when it is no longer needed.
 - D. After using a PC terminal, an employee must not leave the PC terminal while Sensitive Information is displayed on the screen. An employee must never leave Sensitive Information on the computer terminal unattended; if necessary the department must install a screen-locking feature on the PC that blanks the screen until the correct password is entered.
 - E. The warning banner, as described in the County Security Guidelines, must be displayed on monitors, before employees are granted permission to access the computer system. An employee must have explicit permission from DTS in order to access or configure a computer device. All activities performed on a County Information Resource may be logged.
- 4.6 DTS requires that an information system joining the County network meet minimum security requirements as defined in the Computer Security Guidelines, unless an exception is granted by DTS.
- 4.7 The following are requirements when installing software security upgrades on County Information Resources:
- A. A department is responsible for applying critical security patches, specified by the software vendor, for computer systems within 30 days after public release. For systems containing Sensitive Information or systems accessible via the Internet, a department is also responsible for applying critical security patches, within seven days of public release.
 - B. During emergency situations, the DTS Security Office may require that all computer systems immediately receive patches.
 - C. Departments must apply non-critical security patches to all County Information Resources other than computer systems within 90 days after public release.
 - D. If, due to incompatibility or other issues, a critical security patch cannot be applied, a department must submit an exception report, in writing, to the DTS Security Office.
 - E. The DTS Security Office must periodically verify software revision and patch levels for all County systems.
- 4.8 The following are requirements when using computer viral controls:
- A. A department must install and run a DTS-approved, centrally administered, anti-virus application, using a DTS-approved configuration on all Information Resources that connect to the County network. A department must utilize the automatic updates, if available.



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- B. DTS and departments must protect County Information Resources by using an anti-virus program with virus definition no older than two weeks and having current approved software security updates applied to the County Information Resources.

4.9 The Department of Technology Services will do the following to audit County Information Resources:

- A. Audit and review information resources on a regular basis, based on the sensitivity of the information or systems.
- B. Log, and keep for a period of at least one year, records of unauthorized attempts to access Sensitive Information.

4.10 A department must install and run a DTS-approved, centrally administered, anti-spyware application, using a DTS-approved configuration on all Information Resources that connect to the County network. A department must utilize the automatic updates, if available.

4.11 The following are requirements when accessing a non-County controlled network from within the County's network:

- A. The right to use remote access services must be in accordance with AP 6-1, Use of County-provided Internet, Intranet, and Electronic Mail Services.
- B. Access to remote access services must comply with the remote network owner's security and use policies.
- C. A user that requires, and seeks to obtain, a modem at his/her workstation for remote access must receive approval from the DTS Security Office.
- D. Encryption and authentication of any County Information Resource is required, if Sensitive Information is to be transmitted over public phone lines, the Internet, or wirelessly.
- E. Sensitive information may not be stored on non-County controlled resources unless the department follows DTS procedures, County Security Policy, and all Federal, State and County laws and policies.
- F. All VPN clients or any tunneling devices installed within the County network must be approved by DTS Security Office.
- G. In order for a contractor to be afforded remote access privileges, the contractor must follow the same security requirements detailed in this administrative procedure and any other County Information Resource procedures. A department must include the Information Resources Security requirements noted in this administrative procedure in, or attach this administrative procedure to and incorporate it by reference into, any contract to which this administrative procedure applies.



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The following must be met for a contractor or business partner facility to work on an extended network:

- A. All network connections between a contractor or business partner and the County must meet the same security requirements detailed in this administrative procedure and the Computer Security Guidelines. The contractor or business partner must agree to implement, comply with, and enforce all County security policies and guidelines. A department must include the Information Resources Security requirements noted in this administrative procedure in, or attach this administrative procedure to and incorporate it by reference into, any contract to which this administrative procedure applies.
- B. Failure by contractor or business partner to maintain full compliance with the County's security policies may result in immediate termination of the connection, and may be the cause for cancellation of any contract between the County and the contractor/business partner.

4.13

A department must do the following for the vulnerability, assessment, and remediation of County systems:

- A. Conduct risk assessments and remediation on County Information Resources on a regular basis, commensurate with the level of sensitivity of the information, according to the Risk Assessment Guideline.
- B. Support DTS scans against common infrastructure, on a regular basis.
- C. Remediate vulnerabilities on a timeline commensurate with the associated level of risk. (Refer to Incident Response Guideline).
- D. Report all system or network installations to the DTS Security Office, prior to implementation.
- E. Comply with County Computer Security procedures established by the DTS Security Office, when installing new software.

4.14

Departments must do the following to ensure the safety of County Information Resources and personnel.

- A. Create policies and ensure compliance to physically secure work areas.
- B. Locate all new computer and communications centers in an area unlikely to experience natural disasters, serious or man made accidents, and related problems. New and remodeled facilities must be constructed to protect against fire, water damage, vandalism, and other threats that may occur. The location of multi-computer or communications facilities should be selected to minimize risk of damage.
- C. Develop computer centers in consultation with DTS and the Department of Public Works and Transportation.



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D. Notify the Department of Public Works and Transportation if changes in facilities are needed or if changes to plans are required.

E. A department must include the requirements of this administrative procedure in any contract to which this administrative procedure applies.

4.15

The Department of Public Works and Transportation must do the following to ensure the safety of County Information Resources and personnel:

- A. Use environmental controls, including those related to humidity, temperature, and lighting, to protect all equipment.
- B. Install fire detection and suppression equipment, as required by County, Federal and State law.
- C. Periodically, inspect environment and safety systems by qualified personnel.
- D. Use electrical protections on County Information Resources, commensurate with the importance of the County Information Resource.
- E. Ensure the area is structurally sound.
- F. Ensure a physically secure infrastructure envelope exists.
- G. Develop computer centers in consultation with DTS.

4.16

Departments and the DTS Security Office must do the following to ensure that access to County Information Resources is secure, by taking measures that include the following:

- A. Physically restrict unauthorized personnel from accessing County buildings, computer labs, offices, and work areas containing County Information Resources, including related equipment.
- B. Permit only authorized personnel to have access to servers and wiring closets.
- C. Restrict access to magnetic tape, disk, and documentation libraries to only employees whose responsibilities require access to them.

4.17

A department must do the following when moving or removing County Information Resource equipment owned or managed by DTS:

- A. A departmental director or designee must receive approval from DTS to remove County Information Resources, which may occur only for DTS-approved business purposes. A department must provide the reason(s), in writing, for moving or lending the equipment. A department that has received approval to remove equipment so it may be repaired provided the department complies with DTS-approved repair processes and retains a receipt for the equipment from the repair provider.



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- B. Do not relocate computer equipment without prior authorization from the appropriate DTS management and/or technical support staff.
 - C. Use a sign-out procedure, approved by information resource owners, for all shared resources.
- 4.18 A department must do the following when installing copyrighted software:
- A. Not make, use or display unauthorized copies of licensed software on County Information Resources.
 - B. Periodically, take an inventory of all software to determine if the software is properly licensed.
 - C. If an illegal copy of software is found, promptly acquire a license for the software or delete the software from the system, immediately. Document the discovery, licensure, or deletion of any illegal copy of software found.
- 4.19 Violation of this administrative procedure may result in adverse consequences, including fines to the County by the Software and Information Industry Association, or an indemnification or disciplinary action against the responsible employee.
- 4.20 A user of County Information Resources must not disable or modify security measures installed on any computer for any reason, without permission from appropriate DTS staff.
- 4.21 A user of County Information Resources must be trained in information security awareness, security threats, organizational policy issues, and the security aspects of the specific systems that the employee's department uses.
- 4.22 A department must do the following when designing or repairing a network server:
- A. Place service contracts with the hardware vendor for repair/service for critical production systems, if possible. Contracts must specify response times for service, if possible.
 - B. Use backup or failover devices for critical network systems, if possible.
 - C. Place back-ups of County Information Resources at a physically separate, environmentally-controlled facility.
- 4.23 A department is responsible for the following when backing up County Information Resources:
- A. Back-up crucial data and files frequently, and retain at least the last three back-up copies. The backing up of data is to be commensurate with the frequency of change of the data and the importance of recovering the lost data in a timely manner.
 - B. Back-ups must be at a physically separate, environmentally controlled facility.



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- C. All media used to store sensitive, valuable, or critical information for longer than six months must not be subject to rapid degradation. This information must be copied to newer media when the time limits suggested by the manufacturer are close to expiration.
 - D. Additional protections, such as RAID technology and hardware redundancy, should be used for appropriate, mission-critical applications.
- 4.24 A department is responsible for the following when establishing a disaster recovery plan for its data:
- A. Develop a detailed disaster recovery and continuity of operations plan for County Information Resources.
 - B. A department that wishes to be supported by DTS, in the event of an emergency or disaster, must implement hardware and software policies and related procedures consistent with DTS standards. DTS staff is available to work with departments and offices to ensure compliance with DTS standards. (Refer to the Disaster Recovery Guidelines).
- 4.25 A department must develop a detailed plan to shut down each device in a computer center quickly, in the event of an emergency.
- 4.26 A department may be exempt from this administrative procedure under the following conditions:
- A. The department must request exemption from this administrative procedure and receive written approval from the DTS Security Office. A detailed reason for the exception must be included, as well as the business purpose for the exception and additional precautions that will be taken to reduce the risk to the County network if the exception is granted. Examples of additional security precautions may include restricting Internet access and eliminating floppy disk and CD drives on the PC, or disconnecting from the County network.
 - B. A department that complies with the aforementioned section, and includes in its reason(s) for exemption that it has some older computer platforms in use that lack the capability to implement the security procedures outlined in this document. In this event, a department must purchase upgrades or replacements to these computer platforms as soon as possible, and, until this occurs, all Sensitive Information must be moved off these computers.
- 4.27 Employees may use County Information Resources only as follows:
- A. For County business purposes, as provided under Paragraph 3.1 of this procedure and in accordance with AP 6-1, Use of Internet, Intranet, and E-mail Services, employees are responsible for using County Information Resources responsibly and to follow all related policies, regulations, security requirements, and laws.



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- B. Sign a confidentiality agreement in accordance with any policy, regulations, or laws.
 - C. Any use of County Information Resources, including the Internet, intranet, email, computers, or peripherals is subject to the County's review, copying, storing, archiving, and monitoring for violation of policies, regulations, and local, state or federal laws.
 - D. Montgomery County is not responsible for maintenance, damage, or loss of personally-owned computers, data, or peripherals used by employees in the work place.
- 4.28 An employee must use County Information Resources responsibly and professionally, and must not use County information resources in a manner that violates any federal, State of Maryland, or Montgomery County law, regulation, or policy, including this administrative procedure.
- 4.29 Employee orientations within the departments must include a requirement that employees take appropriate security precautions to protect County Information Resources, commensurate with the level of the employee's job, and the sensitivity level of the information the employee is required to use.
- 4.30 This administrative procedure applies to contractors, vendors, and volunteers who connect their computers to the county network. A department must include the requirements of this administrative procedure in any contract to which this administrative procedure applies. In addition all contractors, vendors and volunteers must comply with County Security Guidelines.
- 4.31 To have remote access to County Information Resources, an employee and/or a department must do the following:
- A. An employee must receive written approval from the County Information Resource custodian and the DTS Security Office to have access County Information Resources from a non-County location, such as an employee's home or contractor's network. This written approval will be in an e-mail sent after the VPN request form is approved.
 - B. Before a department may purchase or install a remote access connection, the department must request and receive DTS Security Office approval, in writing, for the purchase or installation of a remote access connection.
 - C. Remote access of County Information Resources must be in accordance with AP6-1, Use of County-provided Internet, Intranet, and Electronic Mail Services.
 - D. Encryption and authentication of any County Information Resource is required, if Sensitive Information is to be transmitted over public phone lines, the Internet or wirelessly.



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- E. In order for a contractor to be granted remote access privileges, the contractor must follow the same security requirements detailed in this administrative procedure and any other County Information Resource procedures. A department must include this requirement in any contract to which this provision applies.
- F. Sensitive Information may not be stored on non-County controlled resources unless following Department and DTS procedures and the County Security Guidelines and all Federal, State and County laws and policies.

RESPONSIBILITIES

5.0 Department of Technology Services

- A. Maintain County information security policies appropriate for best business practices relating to the changing information security requirements of an enterprise network.
- B. Conduct security scans and vulnerability testing to identify vulnerabilities in the County Information Resource network.
- C. Advise departments on information security issues and assist them in the remediation of identified vulnerabilities.
- D. Assist departments in the design of County Information Resource networks, to ensure a secure architecture.
- E. Identify resources for security awareness training.
- F. Function as the point of contact for County Information Resource-related security incidents.
- G. Maintain an awareness of County Information Resource security threats and countermeasures.

5.1 Department

- A. Become familiar with the County Information Technology Security Administrative Procedure.
- B. Provide appropriate employees training to perform County Information Resource-related job functions, in compliance with County information technology security procedures.
- C. Incorporate and include this administrative procedure as part of any contract in which the County is to provide a contractor or its agents or employees access to the County Information Resources network.
- D. Cooperate with DTS staff in the vulnerability testing and remediation process of department-operated County Information Resources assets.



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5.2 Employee

Use County Information Resources for County business purposes and in compliance with this administrative procedure.

PROCEDURE

6.0 Department of Technology Services

Provide departments with security policies and procedures and consulting expertise needed to maintain a secure and available County Information Resources network.

Promote County Information Resources security awareness training.

Scan the entire County Information Resources network periodically for known vulnerabilities and initiate remediation as required.

Provide leadership in resolving County Information Resources security incidents and preventing incidents where possible.

6.1 Department

Enforce employee compliance with this administrative procedure.

Train employees on department specific security policies and procedures.

Assist DTS staff with maintaining the department Information Resources in a secure environment and in compliance with County security policies.

DEPARTMENTS AFFECTED

All County Departments.

APPROVED AS TO FORM AND LEGALITY.

OFFICE OF COUNTY ATTORNEY

BY Richard H. Wink

DATE 4/25/05